

01-04-A-112469-1289

This document is not subject to all  
in claims, or responsibility, and  
documents pertaining to this  
contract.

A.G. CONTRACT NO. KR-88-1247

ECS FILE: IGA-87-59

PROJECT: SBP-483-301PE, -501C

SECTION: 1st Avenue - U.S. 89  
(Tangerine Road)

AGREEMENT

AMONG

THE STATE OF ARIZONA

THE COUNTY OF PIMA, PIMA COUNTY FLOOD CONTROL DISTRICT

AND

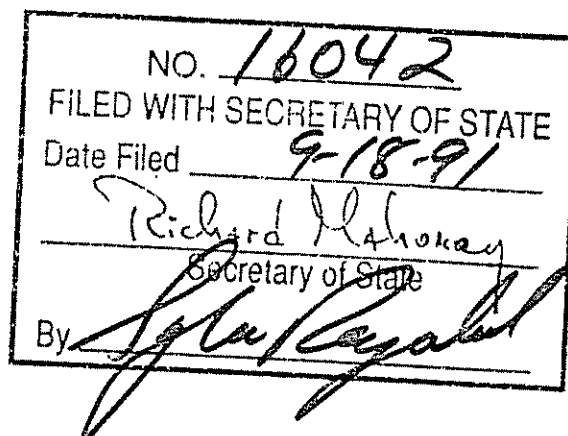
WOLFSWINKEL GROUP, INC.

THIS AGREEMENT entered into this 18 day of September, 1989,<sup>91</sup>  
between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF  
TRANSPORTATION, hereinafter called "State"; the COUNTY OF PIMA, acting  
by and through its duly elected governing body, hereinafter called  
"County"; and WOLFSWINKEL GROUP, INC., hereinafter called "Wolfswinkel  
Group".

WHEREAS, State is empowered by Sections 11-952, 28-108 and 28-1865  
Arizona Revised Statutes to enter into this agreement and has, by  
resolution, a copy of which is attached hereto and made a part hereof,  
resolved to enter into this agreement, and the Director of the Arizona  
Department of Transportation has delegated to the undersigned the  
authority to execute same on behalf of State; and

WHEREAS, County is empowered by Section 11-251 Arizona Revised Statutes  
to enter into this agreement and acting by and through its duly elected  
governing body has, by resolution, a copy of which is attached hereto  
and made a part hereof, resolved to enter into this agreement and has  
authorized the undersigned to execute same on behalf of County; and

WHEREAS, Wolfswinkel Group desires to enter into this agreement and has,  
by its letter of authority, a copy of which is attached hereto and made  
a part hereof, resolved to enter into this agreement and has authorized  
the undersigned to execute same on behalf of Wolfswinkel Group; and



WHEREAS, State seeks to improve the safety of the public traveling the state roadway system and strengthen the tie between a major established state route (U.S. 89) and the Interstate Highway System (I-10) through construction of roadway improvements to State Route 989 (S.R. 989), also known as and hereinafter referred to as "Tangerine Road", from Interstate 10 to an intersection with U.S. 89; and

WHEREAS, County desires improved roadway access and improved traffic circulation patterns within the County; and

WHEREAS, Wolfswinkel Group desires to provide improved access for the development of Rancho Vistoso; and

WHEREAS, State, County and Wolfswinkel Group concur that improvements to Tangerine Road from First Avenue to an intersection with U.S. 89 shall occur in three phases, said phases and agreed upon design/development standards described in Exhibit A, attached hereto and made a part hereof; and

WHEREAS, it is to the mutual benefit of State, County and Wolfswinkel Group to enter into an agreement to share certain responsibilities relative to the design and construction of Phase I roadway improvements for Tangerine Road from First Avenue to U.S. 89 and to establish certain responsibilities for subsequent phased construction.

THEREFORE, the parties hereto agree as follows:

FOR PHASE I IMPROVEMENTS TO TANGERINE ROAD:

STATE SHALL:

1. Prepare construction plans and specifications for Phase I roadway improvements to Tangerine Road from First Avenue to U.S. 89.

2. Accept from Wolfswinkel Group all rights-of-way from Rancho Vistoso as described in Exhibit B, attached hereto and made a part hereof, conveyed or dedicated to State for the purpose of constructing roadway improvements to Tangerine Road from First Avenue to U.S. 89.

3. Acquire property necessary for construction of Phase I improvements to Tangerine Road as described in Exhibit B as "Excepted".

4. Upon completion of acquisition of the above property, submit to County a breakdown of the purchase price and a bill for 5.34 acres of the property.

5. Review and approve geotechnical, hydrologic and hydraulic analyses, bridge design calculations and construction plans, specifications and estimates prepared by County for the Phase I construction of the westbound structure crossing Big Wash and appurtenant dike improvements.

6. Include in the Phase I roadway construction project for Tangerine Road, bridge improvements designed by County for the westbound structure crossing Big Wash.

7. Include in the Phase I roadway construction project for Tangerine Road, dike improvements for Big Wash as designed by County and detailed on Exhibit C attached hereto and made a part hereof.

8. Accept from Wolfswinkel Group all necessary temporary construction easements for purpose of constructing dike improvements for Big Wash designed by County (Reference Exhibit C), roadway slopes, utility improvements, and drainage easement. Said right-of-way is more particularly defined on Exhibit D attached hereto and made a part hereof.

9. Contract for construction of Phase I improvements to Tangerine Road from First Avenue to U.S. 89, supervise construction of said improvements, make all payments to the contractor, and approve and accept the new facilities.

10. Coordinate construction of dike improvements in Big Wash designed by County with Wolfswinkel Group to ensure installation of dike improvements contracted for construction by Wolfswinkel Group prior to completion of Phase I construction.

11. Upon completion of construction, submit to County a detailed accounting of the Phase I costs for construction of the westbound structure crossing Big Wash and appurtenant dike improvements, along with a bill for costs in excess of County's cash deposit made prior to advertisement for a construction contract for the Phase I improvements to Tangerine Road from First Avenue to an intersection with U.S. 89.

12. Upon completion of construction of said Phase I improvements, assume maintenance responsibilities for Tangerine Road from First Avenue to U.S. 89.

13. Upon request from Wolfswinkel Group, grant to Wolfswinkel Group a permit for placement of fill within the right-of-way of Tangerine Road to accommodate development of adjacent property owned by Wolfswinkel Group. Said permit shall allow a final fill grade at the north and south right-of-way at a minimum of three feet below the final grade of Tangerine Road.

14. Upon request from Wolfswinkel Group, grant to Wolfswinkel Group a temporary permit to allow equipment to cross the State Highway

right-of-way beneath the roadway bridge and/or bridges over Big Wash. Said permit to detail use and restoration requirements in the terms of the permit.

15. Upon request from County, grant to County a permit for access to Big Wash dikes from Tangerine Road for maintenance of dikes.

COUNTY SHALL:

1. Perform, at County's expense, all geotechnical, hydrologic and hydraulic analyses, bridge design calculations and construction plans, specifications and estimates for the construction of the westbound structure crossing Big Wash and appurtenant dike improvements.

2. Provide said plans, specifications and estimates for the Phase I westbound structure crossing Big Wash and appurtenant dike improvements to State for review and approval.

3. Within 30 days of receipt of breakdown of the purchase price and a bill for 5.34 acres of the property described in Exhibit B as "Excepted", remit payment in full to State.

4. Bear the construction costs for the Phase I westbound structure crossing Big Wash and appurtenant dike improvements, except for construction engineering and administration costs, which shall be borne by State.

5. Deposit with State cash in the amount of NINE HUNDRED SEVENTY-EIGHT THOUSAND TWO HUNDRED FIFTY DOLLARS (\$978,250); said amount equal to 50 percent of the estimated construction cost for Phase I of the westbound structure crossing Big Wash and appurtenant dike improvements as detailed on Exhibit E attached hereto and made a part hereof. Said cash deposit shall be made prior to advertisement for a construction contract for Phase I improvements to Tangerine Road from First Avenue to an intersection with U.S. 89.

6. In addition to all costs as heretofore mentioned, pay all reasonable costs related to construction change orders, delays, or valid claims for extra compensation made by the contractor relative to errors or omissions in the construction plans, specifications and estimates prepared by County for the Phase I westbound structure crossing Big Wash and appurtenant dike improvements.

7. Within 30 days of receipt of detailed construction costs incurred in the construction of the westbound structure crossing Big Wash and appurtenant dike improvements and a bill for said costs less County's cash deposit prior to advertisement for a construction contract, remit payment in full to State.

8. Upon completion of construction, assume maintenance responsibilities of dike improvements designed by County and Wolfswinkel at Big Wash. County shall apply for and acquire a permit from State for access to the dikes from Tangerine Road for maintenance purposes.

WOLFSWINKEL GROUP SHALL:

1. Convey to State fee title free and clear of all encumbrances for all rights-of-way within Rancho Vistoso necessary for the purpose of constructing roadway improvements to Tangerine Road from First Avenue to U.S. 89 as described in Exhibit B. Wolfswinkel Group's remaining land shall have no right of easement or access to the limited access highway to be constructed over and upon the right-of-way conveyed to State; provided, however, that said remaining land shall have a right of access to Tangerine Road by means of an at-grade intersection at North First Avenue and Hospital Loop Road when Phases I and/or II are constructed. When Phase III is constructed the Wolfswinkel Group's remaining land shall have access to Tangerine Road by means of interchanges at North First Avenue and Hospital Loop Road. Furthermore access between Tangerine Road and U.S. 89 will be provided by an at-grade intersection for Phases I and II and by a traffic interchange in Phase III.

2. Dedicate to State all easements necessary for constructing dikes at the westbound bridge for Big Wash as designed by County (Reference Exhibit C), roadway slopes, utilities, and drainage easement as described in Exhibit D.

3. Contract for design and construction of dike improvements assigned to Wolfswinkel Group (Reference Exhibit C), supervise construction of said improvements, and make all payments to the contractor.

4. Coordinate dike construction efforts with State to ensure installation of all dike improvements contracted for construction by Wolfswinkel Group prior to completion of Phase I construction by State.

5. Apply for and acquire a permit from State for placement of fill within the right-of-way of Tangerine Road to accommodate development of adjacent property by Wolfswinkel Group's and abide by the terms of said permit.

6. Apply for and acquire a temporary permit from the STATE for equipment to cross the State Highway right-of-way beneath the roadway bridge and/or bridges over Big Wash and abide by permit terms.

7. Hold State and County harmless for all liability resulting from Wolfswinkel Group's construction of dikes located on Exhibit C.

## FOR PHASE II AND PHASE III IMPROVEMENTS TO TANGERINE ROAD:

Phase II and Phase III improvements to Tangerine Road shall be considered at the time the daily traffic count shows 15,000 or more vehicles traveling on Tangerine Road between north First Avenue and Oracle Road. State and County hereby agree to participate in the Phase II and Phase III construction of Tangerine Road from First Avenue to U.S. 89 except said agreement to participate is subject to the following conditions.

A. Approval of the Transportation Board and appropriation of construction funds.

B. Approval of the Board of Supervisors and availability of construction funds from the Rancho Vistoso Bridge Financing Plan, transportation excise taxes, or voter authorized general obligation bonds. Execution of an intergovernmental agreement with State and County to define design and construction responsibilities relative to Phase II and Phase III development. Future phasing shall not be funded by the Pima County General Fund, the Flood Control District tax levy or Pima County Highway User Revenue Funds.

THIS AGREEMENT shall become effective on the date of filing same with the Secretary of State.

THIS AGREEMENT shall remain in full force and effect until completion of the construction contract for the final Tangerine Road project; provided, however, that this agreement may be canceled at any time prior to the commencement of construction upon 30 days' written notice to the other parties.

All parties hereto acknowledge that this agreement is subject to cancellation pursuant to the provisions of Section 38-511 Arizona Revised Statutes.

All parties further recognize that the provisions of Arizona Revised Statutes 35-214 are applicable to this contract.

In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Section 12-1518 (B) and (C) of Arizona Revised Statutes as amended.

If Phase I construction is not commenced within eight months after the execution of this agreement by all of the parties, then the land

conveyed by the Wolfswinkel Group to the State shall revert to the Wolfswinkel Group and the State agrees to forthwith sign a deed, deeding said land to the Wolfswinkel Group. The land to be deeded back to the Wolfswinkel Group by the State shall be in the same title condition that existed at the time the Wolfswinkel Group deeded the land to the State and in the same physical condition except for any relocation of utilities made in or on said land.

Attached hereto and incorporated herein is a copy of State's Resolution authorizing entry into this agreement, a copy of County's Resolution passed by its duly elected governing body, a copy of the written determination of the appropriate attorney that County is authorized under the laws of this State to enter into this agreement and said agreement is in proper form, a copy of Wolfswinkel Group's letter of authority signed by its designated representative authorizing entry into this agreement and stating that said agreement is in proper form, and a copy of the Attorney General's Agreement Determination.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

COUNTY OF PIMA  
PIMA COUNTY FLOOD CONTROL  
DISTRICT

BY: 

TITLE: \_\_\_\_\_

ATTEST: \_\_\_\_\_

WOLFSWINKEL GROUP, INC. DEC 05 1989

BY: TITLE: Vice PresidentATTEST: Patty Rykhuz

STATE OF ARIZONA  
DEPARTMENT OF TRANSPORTATION

BY: 

Gary K. Robinson  
~~Chief Deputy~~ State Engineer

ATTEST: 

Clerk of the Board

PIMA COUNTY DEPARTMENT OF  
TRANSPORTATION



DIRECTOR



ECS FILE: IGA-87-59

PROJECT: SBP-483-301PE, -501C  
SECTION: 1st Avenue - U.S. 89  
(Tangerine Road)

EXHIBIT A

to

AGREEMENT  
BETWEEN  
THE STATE OF ARIZONA  
THE COUNTY OF PIMA  
AND  
WOLFSWINKEL GROUP, INC.

Phased Construction of Tangerine Road

State intends to construct improvements to Tangerine Road, from First Avenue to an intersection with U.S. 89, including structures crossing Big Wash; said improvements to be constructed in phases with the ultimate facility consisting of a six-lane divided roadway with interchanges at First Avenue, Hospital Loop Road and U.S. 89. All planning, design and construction activities for Phases's I, II and III as described below are contingent upon State and County approval and appropriation of funds as provided by this Agreement.

PHASE I CONSTRUCTION

The initial construction (Phase I) of Tangerine Road from First Avenue to U.S. 89 shall consist of grading a six-lane divided roadway template, paving two lanes, constructing two lanes of the westbound structure (42-foot roadway) crossing Big Wash, and constructing at-grade intersections at First Avenue, Hospital Loop Road and U.S. 89; said improvements more particularly delineated on the map attached hereto and made a part hereof as Exhibit A-1.

PHASE II CONSTRUCTION

The second phase on construction of Tangerine Road from First Avenue to U.S. 89 shall consist of paving an additional two lanes, and constructing the eastbound structure crossing Big Wash (42-foot roadway); said improvements more particularly delineated on the map attached hereto and made a part hereof as Exhibit A-2.

PHASE III CONSTRUCTION

Phase III construction will widen Tangerine Road from First Avenue to U.S. 89 to six lanes plus auxiliary lanes with interchanges at First Avenue, Hospital Loop Road and U.S. 89 and widen the Big Wash Structures to the ultimate width (70 feet); said improvements more particularly delineated on the map attached hereto and made a part hereof as Exhibit A-3.

Design and Development Standards

All parties to the agreement concur that the following standards shall be adhered to throughout the phased development of Tangerine Road from First Avenue to U.S. 89.

1. Tangerine Road from First Avenue to an intersection with U.S. 89 shall be developed as a controlled-access highway.

2. The basic right-of-way corridor for Tangerine Road from First Avenue to U.S. 89, excepting at interchanges, shall be 300 feet in width with a 40-foot slope and utility easement each side.

3. Intersections with Tangerine Road from First Avenue to U.S. 89 shall ultimately be grade-separated and shall be limited to intersections at U.S. 89, Hospital Loop Road and First Avenue.

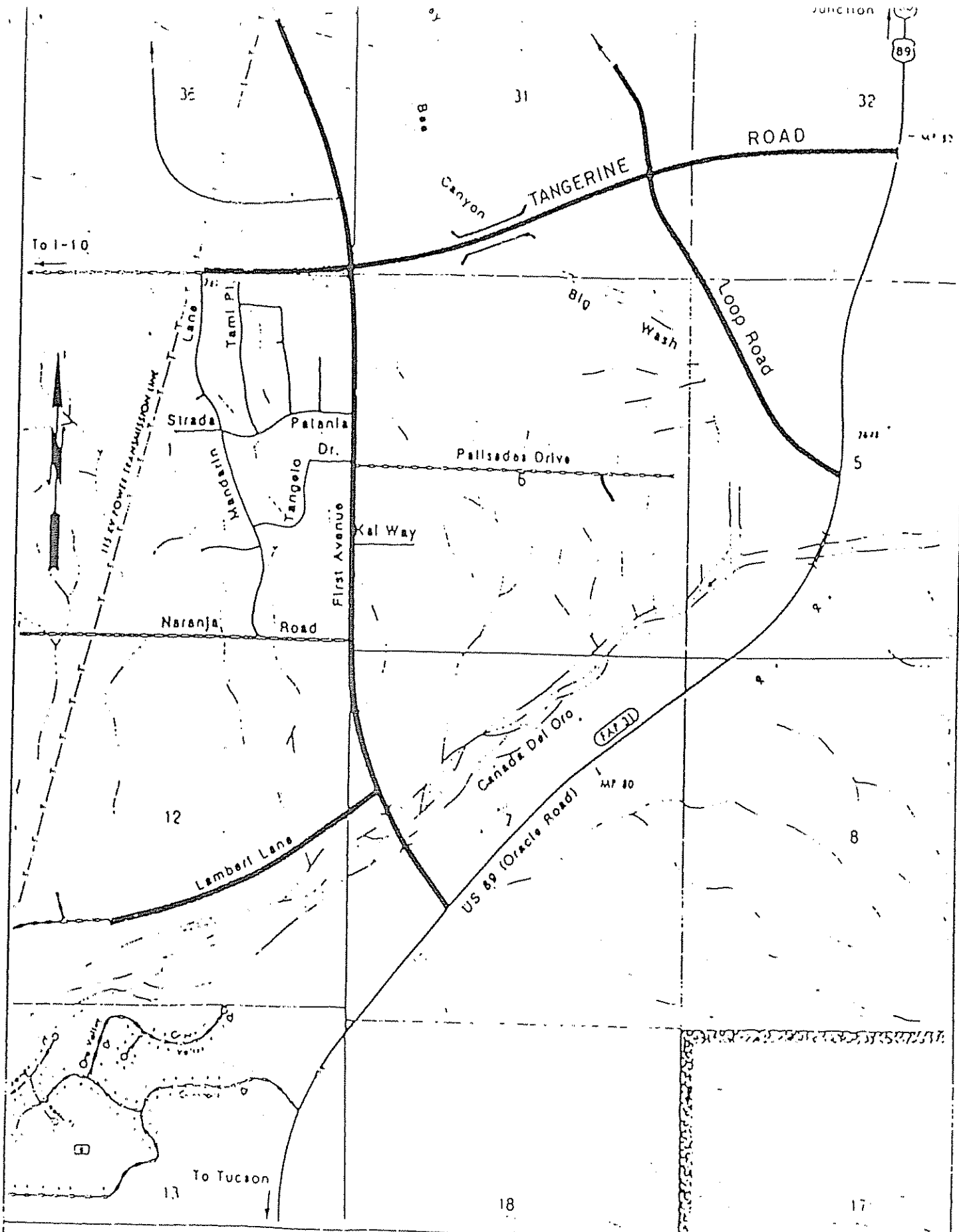
4. A continuous median shall separate opposing traffic lanes between grade separations.

5. Median openings shall not be allowed to accommodate left turns and/or street intersections, excepting for Phase I and II improvements which will provide at-grade street intersections at U.S. 89, Hospital Loop Road and First Avenue.

6. Private driveway access shall be prohibited along Tangerine Road from First Avenue to U.S. 89.

7. Drainage structures installed by State on Tangerine Road from First Avenue to U.S. 89 shall be placed at the locations indicated below and shall be of the type and size indicated to accommodate the design Q.

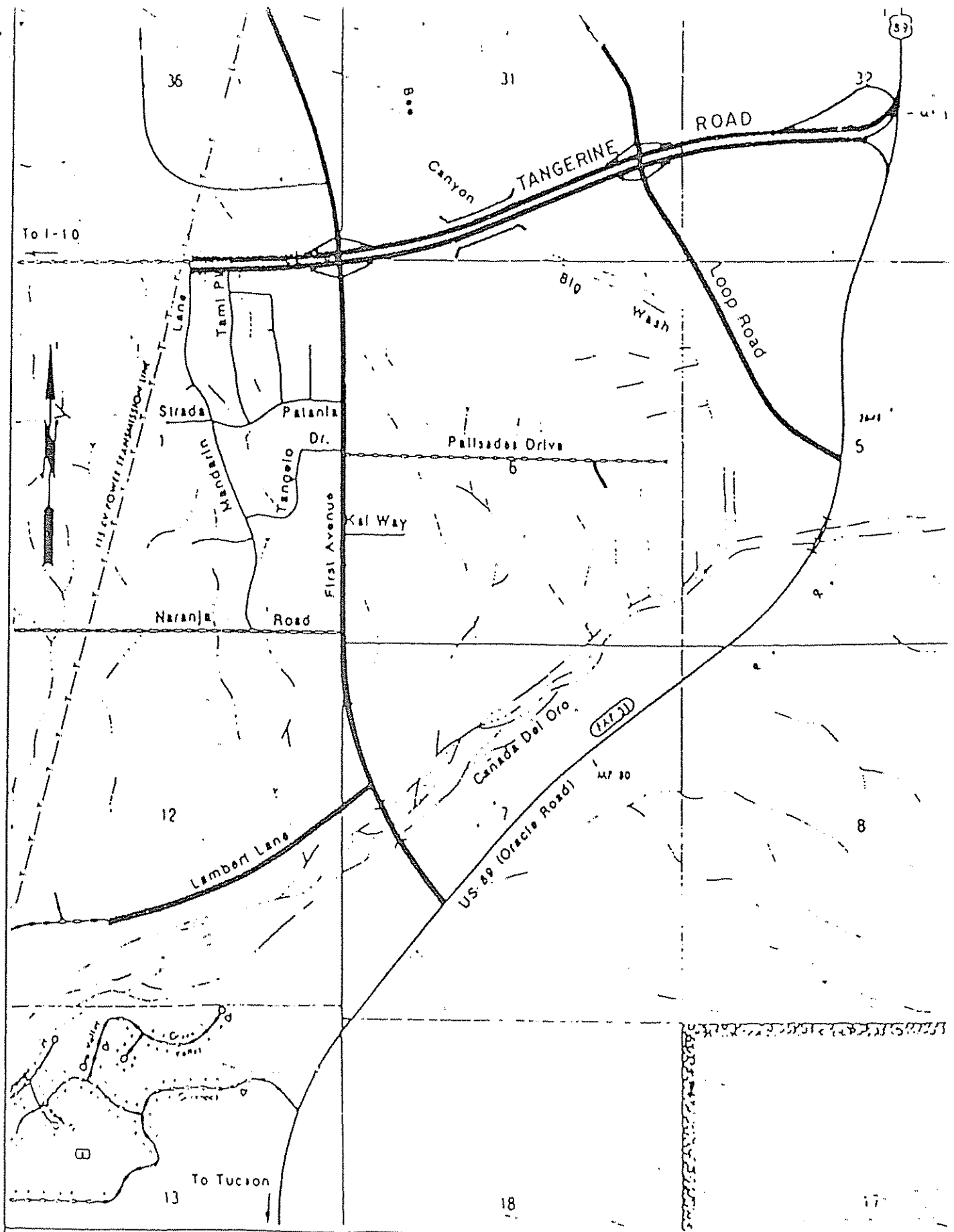
<u>Station</u>	<u>Type and Size</u>	<u>Q 100</u>
776+87.71 to 777+36.29	RCBC - 4-10x4x204'	1687 CFS
788+39	RCBC - 2-8x5x214	536 CFS
798+20	RCBC - 2-8x8x282	918 CFS
803+64	Pipe Culvert 1 - 24'x222	54 CFS
805+62.26 to 806+23.75	RCBC - 6-8x4x174'	1618 CFS



## EXHIBIT A-1

Tangerine Road - First Avenue to US 89





## EXHIBIT A-3

Tangerine Road - First Avenue to US 89

ECS FILE: IGA-87-59

PROJECT: SBP-483-301PE, -501C  
SECTION: 1st Avenue - U.S. 89  
(Tangerine Road)

EXHIBIT B

to

AGREEMENT  
BETWEEN  
THE STATE OF ARIZONA  
THE COUNTY OF PIMA  
AND  
WOLFSWINKEL GROUP, INC.

Tangerine Road Right-of-Way Dedication by Wolfswinkel Group

Roadway right-of-way over portions of Section 36, Township 11 South, Range 13 East and Sections 31 and 32, Township 11 South, Range 14 East, Gila and Salt River Meridian, Pima County, Arizona, being more particularly described as follows:

Beginning at the Government Land Office survey monument marking the Southeast corner of said Section 36;

thence South  $89^{\circ}52'21''$  West along the South line of Section 36 a distance of 2,431.19 feet, more or less;

thence North  $00^{\circ}07'39''$  West a distance of 50.00 feet to the Southeast corner of that parcel recorded in Docket 6745 at Page 608, being a point on the North right-of-way line of Tangerine Road as it now exists; said point also being the TRUE POINT OF BEGINNING;

thence North  $15^{\circ}47'24''$  East along the East line of said parcel recorded in Docket 6745 at Page 608, a distance of 171.58 feet;

thence North  $89^{\circ}52'21''$  East parallel to and 215.00 feet North of the said South line of Section 36, a distance of 1,028.77 feet;

thence North  $79^{\circ}20'21''$  East, a distance of 1,278.75 feet;

thence North  $84^{\circ}46'30''$  East, a distance of 15.68 feet to a point on the West right-of-way line of Rancho Vistoso Boulevard as it now exists;

thence North  $84^{\circ}46'30''$  East a distance of 83.83 feet as recorded in Docket 8178 at Page 1968 to a point on the east line of said Section 36 lying 457.59 feet North  $00^{\circ}01'11''$  West from the said Southeast Section corner of Section 36;

thence North  $84^{\circ}46'30''$  East a distance of 66.30 feet to a point on a non-tangent curve being the east right-of-way of Rancho Vistoso Boulevard as it now exists from which a radial line bears South  $82^{\circ}34'22''$  West a distance of 1075.00 feet to the center;

thence Northerly along said curved line to the Left a distance of 14.33 feet through a central angle of  $00^{\circ}45'50''$  to a point on a non-tangent line;

thence North  $83^{\circ}03'47''$  East a distance of 724.76 feet;

thence South  $06^{\circ}56'13''$  East a distance of 10.00 feet;

thence North  $83^{\circ}03'47''$  East a distance of 639.70 feet;

thence North  $72^{\circ}33'15''$  East a distance of 1,850.92 feet;

thence North  $17^{\circ}26'45''$  West a distance of 10.00 feet;

thence North  $69^{\circ}52'47''$  East a distance of 794.97 feet to a point of tangent curve to the Right with a radius of 500.00 feet;

thence Easterly along said curve to the Right, having a central angle of  $18^{\circ}14'05''$ , a distance of 159.13 feet to a point of tangent compound curve with a radius of 3,969.72 feet;

thence Easterly along said curve to the Right having a central angle of  $03^{\circ}38'58''$ , a distance of 252.85 feet to a point of non-tangent line;

thence North  $89^{\circ}48'13''$  East a distance of 197.60 feet;

thence South  $81^{\circ}55'32''$  East a distance of 1,212.04 feet;

thence South  $89^{\circ}30'06''$  East a distance of 100.00 feet to a point of tangent curve to the Left with a radius of 1,933.48 feet;

thence Easterly along the arc of a curve to the Left having a central angle of  $12^{\circ}56'18''$ , a distance of 436.61 feet to a point of tangency;

thence North  $77^{\circ}33'36''$  East a distance of 800.01 feet;

thence North  $63^{\circ}52'21''$  East a distance of 590.00 feet;

thence North  $33^{\circ}52'21''$  East a distance of 760.00 feet;

thence North  $18^{\circ}52'21''$  East a distance of 410.00 feet;

thence North  $07^{\circ}22'21''$  East a distance of 1,091.65 feet, more or less, to a point on the West right-of-way line of U.S. Highway 89 as it now exists;

thence South  $00^{\circ}41'40''$  West along said West right-of-way line, a distance of 957.50 feet, more or less, to a point of tangent curvature;

thence Southerly along the arc of a curve to the Right having a central angle of  $19^{\circ}00'50''$  and a radius of 7,539.44 feet, a distance of 2,502.00 feet to a point of tangency;

thence South  $19^{\circ}42'30''$  West a distance of 615.13 feet, more or less, to a point of curvature;

thence Southerly along the arc of a curve to the Left having a central angle of  $13^{\circ}10'46''$  and a radius of 5,829.58 feet, a distance of 1,340.95 feet to a point of intersection with a non-tangent line;

thence departing said West right-of-way line of U.S. Highway 89, North  $82^{\circ}45'13''$  West a distance of 105.75 feet;

thence North  $09^{\circ}59'54''$  East a distance of 1,701.50 feet;

thence North  $00^{\circ}00'06''$  West a distance of 465.00 feet;

thence North  $51^{\circ}30'06''$  West a distance of 395.00 feet;

thence North  $89^{\circ}30'06''$  West a distance of 1,582.65 feet;

thence South  $82^{\circ}29'54''$  West a distance of 1,219.14 feet;

thence South  $88^{\circ}33'15''$  West a distance of 1,357.98 feet;

thence South  $72^{\circ}33'15''$  West a distance of 1,235.69 feet;

thence South  $68^{\circ}31'30''$  West a distance of 426.96 feet;

thence South  $71^{\circ}55'35''$  West a distance of 1,017.70 feet, more or less, to a point on the South line of said Section 31;

thence North  $89^{\circ}36'32''$  West along the South line of said section 31, a distance of 450.55 feet, more or less, to a point on the East right-of-way line of North First Avenue as it now exists;

thence North  $00^{\circ}01'11''$  West along the said East right-of-way line of North First Avenue, a distance of 50.00 feet to a point on the said North right-of-way line of Tangerine Road;

Thence North  $89^{\circ}36'32''$  West along the said North right-of-way line of Tangerine Road, a distance of 50.00 feet, more or less, to a point on the East line of said Section 36;

thence South  $89^{\circ}52'21''$  West along the said north right-of-way line of Tangerine Road, a distance of 2,431.35 feet, more or less, to the TRUE POINT OF BEGINNING.



EXCEPT the following described parcel:

BEGINNING at the Southeast corner of said Section 36;

thence North  $00^{\circ}01'11''$  West along the East line of said Section 36 a distance of 50.00 feet, more or less, to a point on the North right-of-way line of Tangerine Road as it now exists, said point being the POINT OF BEGINNING of the excluded parcel;

thence South  $89^{\circ}52'21''$  West along the said North right-of-way line of Tangerine Road a distance of 40.00 feet;

thence North  $00^{\circ}01'11''$  West a distance of 35.00 feet, more or less, to a point of tangent curvature;

thence Northerly, along the arc of a curve to the Left, having a central angle of  $18^{\circ}26'03''$  and a radius of 1,150.00 feet, a distance of 370.00 feet to a point on a non-tangent line, having a radial bearing of South  $71^{\circ}32'50''$  West;

thence North  $84^{\circ}46'30''$  East a distance of 99.51 feet, more or less, to a point on the said east line of Section 36;

thence continuing North  $84^{\circ}46'30''$  East a distance of 477.13 feet;

thence North  $43^{\circ}43'51''$  East a distance of 41.98 feet;

thence North  $83^{\circ}03'47''$  East a distance of 281.60 feet;

thence South  $06^{\circ}56'13''$  East a distance of 10.00 feet;

thence North  $83^{\circ}03'47''$  East a distance of 206.00 feet to a point of intersection with a non-tangent curve from which a radial line bears South  $59^{\circ}19'40''$  West a distance of 720.00 feet to the center;

thence Southeasterly along the arc of a curve to the Right having a central angle of  $04^{\circ}22'27''$ , a distance of 54.97 feet to a point of tangency;

thence South  $26^{\circ}17'53''$  East a distance of 201.40 feet;

thence South  $56^{\circ}46'50''$  West a distance of 302.49 feet, to a point of tangent curvature;

thence Westerly along the arc of a curve to the Right having a central angle of  $33^{\circ}36'38''$ , and a radius of 1,145.92 feet, a distance of 672.21 feet, more or less, to a point of tangency, lying on the South line of said Section 31;

thence North  $89^{\circ}36'32''$  West along the said South line of said Section 31 a distance of 166.04 feet, more or less, to a point on the East right-of-way line of North First Avenue as it now exists;

thence North 00°01'11" West along the said East right-of-way line of North First Avenue, a distance of 50.00 feet to a point on the said North right-of-way line of Tangerine Road;

thence North 89°36'32" West along the said North right-of-way line of Tangerine Road a distance of 50.00 feet, more or less, to the POINT OF BEGINNING.

The above described right-of-way, excluding the exception parcel, contains 109.35 acres, more or less.

The Grantor's remaining land shall have no right or easement of access to the limited access to be constructed over and upon the right-of-way conveyed to State. Provided, however, that said remaining land shall have a right of access to Tangerine Road by means of an at-grade intersection at North First Avenue and Hospital Loop Road when Phases I and/or II are constructed. When Phase III is constructed the Wolfswinkel Group's remaining land shall have access to Tangerine Road by means of interchanges at North First Avenue and Hospital Loop Road. Furthermore access between Tangerine Road and U.S. 89 will be provided by an at-grade intersection for Phases I and II and by a traffic interchange in Phase III.

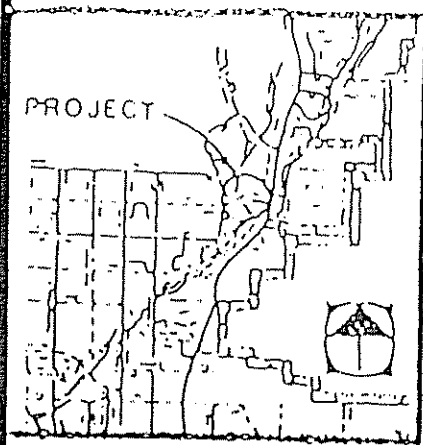
EXHIBIT C  
to  
AGREEMENT  
BETWEEN  
THE STATE OF ARIZONA  
THE COUNTY OF PIMA  
AND  
WOLFSWINKEL GROUP, INC.

INSERT

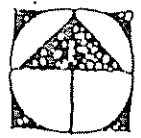
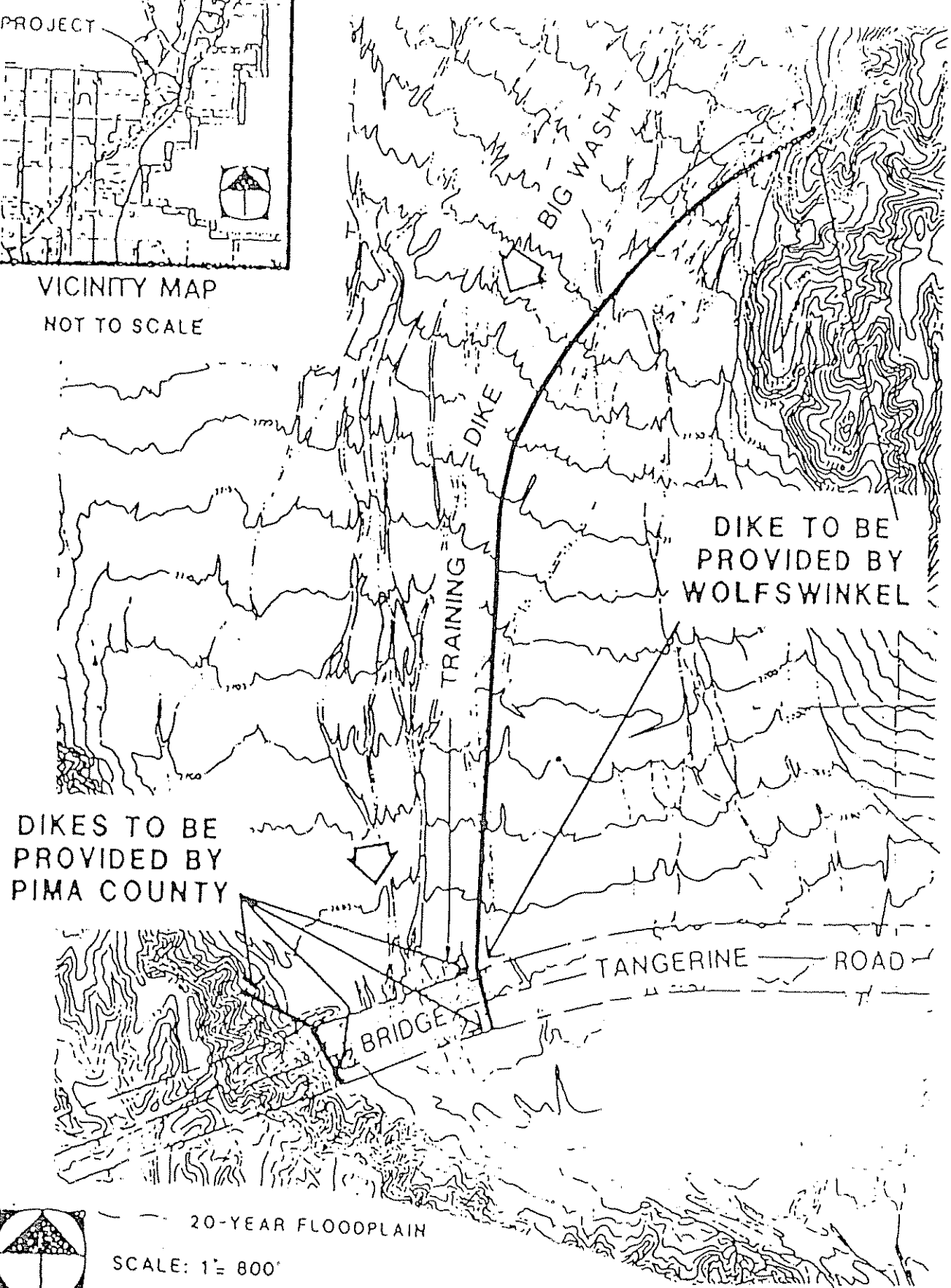
Six 11" x 17" Sheets

Limits of Responsibility for and locations of Dike Improvements

EXHIBIT C TO AGREEMENT BETWEEN THE STATE OF  
ARIZONA, THE COUNTY OF PIMA AND  
THE WOLF WINKEL GROUP



VICINITY MAP  
NOT TO SCALE



20-YEAR FLOODPLAIN  
SCALE: 1" = 800'

TANGERINE ROAD BRIDGE AT BIG WASH --

thence north  $89^{\circ}36'32''$  West along said section line a distance of 450.55 feet to a point on the south right-of-way of Tangerine Road as it now exists;

thence continuing North  $89^{\circ}36'32''$  West along said section line a distance of 126.20 feet to a point 40.00 feet south of the right-of-way of Tangerine Road as it now exists said point also being the TRUE POINT OF BEGINNING;

a 40.00 foot strip of land lying outside and parallel with the right-of-way for Tangerine Road as it now exists, extending generally easterly to a point on the right-of-way of U.S. Highway 89 as it now exists.

#### **TANGERINE ROAD TEMPORARY CONSTRUCTION EASEMENT**

Temporary Construction Easement over a portion of Section 31, Township 11 south, Range 14 East, Gila and Salt River Base and Meridian, Pima County, Arizona; being more particularly described as follows:

Beginning on the construction centerline of proposed Tangerine Road at Station 752 + 67.00, ADOT Plan SBP-483-501;

thence North  $17^{\circ}26'45''$  West a distance of 89.00 feet to the True Point of Beginning, being a point on the north right-of-way line of Tangerine Road as it now exists;

thence North  $17^{\circ}26'45''$  West a distance of 241.00 feet;

thence North  $72^{\circ}33'15''$  East a distance of 418.19 feet;

thence South  $17^{\circ}26'45''$  East a distance of 241.00 feet to a point on the north right-of-way of Tangerine Road;

thence South  $72^{\circ}33'15''$  West along said Tangerine Road right-of-way, a distance of 418.19 feet, to the TRUE POINT OF BEGINNING.

The above described easement contains 2.31 acres, more or less.

#### **TANGERINE ROAD STATION 738+00 TEMPORARY CONSTRUCTION EASEMENT**

Temporary construction easement over a portion of Section 31, Township 11 South, Range 14 East, Gila and Salt River Base and Meridian, Pima County, Arizona, being more particularly described as follows:

Beginning at the Government Land Office survey monument marking the southwest corner of said Section 31;

thence North  $00^{\circ}01'11''$  West along the west line of said Section 31 a distance of 457.59 feet;

ECS FILE: IGA-87-59

PROJECT: SBP-483-301PE, -501C  
SECTION: 1st Avenue - U.S. 89  
(Tangerine Road)

EXHIBIT D

to

AGREEMENT  
BETWEEN  
THE STATE OF ARIZONA  
THE COUNTY OF PIMA  
AND  
WOLFSWINKEL GROUP, INC.

Tangerine Road Easement Dedication by Wolfswinkel Group

**TANGERINE ROAD 40-FOOT NORTH UTILITY EASEMENT**

Utility Easement over portions of Sections 31 and 32, Township 11 South, Range 14 East, Gila and Salt River Base and Meridian, Pima County, Arizona; being more particularly described as follows:

Beginning at the Government Land Office Survey Monument marking the Southwest Corner of Section 31;

thence North 00°01'11" West along the West line of said Section 31 a distance of 470.04 feet to a point on the north right-of-way of Tangerine Road, as it now exists;

thence continuing North 00°01'11" West along said section line a distance of 40.29 feet; to the POINT OF BEGINNING;

a 40.00 foot strip of land lying outside of and parallel to the north right-of-way of Tangerine Road as it now exist, extending Easterly to a point on the West right-of-way of U.S. Highway 89, as it now exists.

**TANGERINE ROAD 40-FOOT SOUTH UTILITY EASEMENT**

Utility easement over portions of Section 31 and 32, Township 11 South, Range 14 East, Gila and Salt River Base and Meridian, Pima County, Arizona; being more particularly described as follows:

Beginning at the Government Land Office survey monument marking the southwest corner of said Section 31;

thence North 89°36'32" West along the south line of said Section 31 a distance of 50.00 feet to a point which lies on the east right-of-way of First Avenue as it now exists;

thence North 84°46'30" East a distance of 66.30 feet to a point on a non-tangent curve, said point lying on the east right-of-way of Rancho Vistoso Boulevard as it now exists, from which a radial line bears South 82°34'22" West a distance of 1075.00 feet to the center;

thence northerly along said curved right-of-way line to the left, a distance of 14.33 feet through a central angle of 00°45'50" to a point of intersection with the north right-of-way of Tangerine Road said point being the TRUE POINT OF BEGINNING;

thence departing said Rancho Vistoso Boulevard right-of-way North 06°56'13" West a distance of 80.00 feet to a point;

thence North 83°03'47" East a distance of 90.00 feet to a point;

thence South 06°56'13" East a distance of 80.00 feet to a point on the north right-of-way line of Tangerine Road;

thence South 83°03'47" West along said right-of-way line a distance of 90.00 feet to the TRUE POINT OF BEGINNING.

Said parcel containing 0.165 acre more or less.

#### **TANGERINE ROAD DRAINAGE EASEMENT**

Drainage easement over a portion of Section 32, Township 11 South, Range 14 East, Gila and Salt River Base and Meridian, Pima County, Arizona; being more particularly described as follows:

Beginning on the construction centerline of proposed Tangerine Road at Station 798+65.00, ADOT Plan SBP-483-501;

thence South 00°29'54" West a distance of 201.00 feet to the TRUE POINT OF BEGINNING, being a point on the south right-of-way line of Tangerine Road as it now exists;

thence continuing South 00°29'54" West a distance of 70.00 feet;

thence North 89°30'06" West a distance of 90.00 feet;

thence North 00°29'54" East a distance of 70.00 feet to a point on the south right-of-way line of Tangerine Road;

thence South 89°30'06" East along said south right-of-way line, a distance of 90.00 feet, to a point, said point being the TRUE POINT OF BEGINNING.

The above described easement contains 0.145 acres, more or less.

**TANGERINE ROAD SLOPE EASEMENT**

Slope easement over a portion of Section 32, Township 11 South, Range 14 East, Gila and Salt River Base and Meridian, Pima County, Arizona; being more particularly described as follows:

Beginning on the construction centerline of proposed Tangerine Road at Station 801+00.00, ADOT Plan SBP-483-501;

thence South 00°29'54" West a distance of 200.97 feet to the TRUE POINT OF BEGINNING, being a point on the south right-of-way line of Tangerine Road as it now exists;

thence continuing South 00°29'54" West a distance of 53.00 feet;

thence North 89°30'06" West a distance of 690.85 feet;

thence South 82°29'54" West a distance of 153.26 feet;

thence North 07°30'06" West a distance of 53.00 feet to a point on the south right-of-way line of Tangerine Road;

thence North 82°29'54" East along said south right-of-way line, a distance of 156.97 feet;

thence South 89°30'06" East a distance of 694.56 feet, to a point, said point being the TRUE POINT OF BEGINNING.

The above described easement contains 1.032 acres, more or less.

Slope easement over a portion of Section 32, Township 11 South, Range 14 East, Gila and Salt River Base and Meridian, Pima County, Arizona; being more particularly described as follows:

Beginning on the construction centerline of proposed Tangerine Road at Station 794+50.00, ADOT Plan SBP-483-501;

thence North 00°29'54" East a distance of 109.45 feet to the TRUE POINT OF BEGINNING, being a point on the north right-of-way line of Tangerine Road as it now exists;

thence North 08°04'28" East a distance of 40.00 feet;

thence South 81°55'32" East a distance of 75.33 feet;

thence South 89°30'06" East a distance of 97.35 feet to a point of curvature, from which a radial line bears North 00°29'54" East, a distance of 1,893.48 feet to the center;



thence northeasterly along the arc of said curve to the left, a distance of 267.95 feet through a central angle of  $08^{\circ}06'29''$ , to a point of tangency;

thence South  $07^{\circ}36'35''$  East a distance of 40.00 feet, to a point of curvature on the north right-of-way line of Tangerine Road, from which a radial line bears North  $07^{\circ}36'35''$  West, a distance of 1,933.48 feet to the center;

thence southwesterly along the arc of said curved existing right-of-way line to the right, a distance of 273.61 feet through a central of  $08^{\circ}06'29''$  to a point of tangency;

thence North  $89^{\circ}30'06''$  West a distance of 100.00 feet;

thence North  $81^{\circ}55'32''$  West a distance of 77.98 feet, to a point, said point being the TRUE POINT OF BEGINNING.

The above described easement contains 0.410 acres, more or less.

Slope easement over a portion of Section 31, Township 11 South, Range 14 East, Gila and Salt River Base and Meridian, Pima County, Arizona; being more particularly described as follows:

Beginning on the construction centerline of proposed Tangerine Road at Station 752+50.00, ADOT Plan SBP-483-501;

thence North  $17^{\circ}26'45''$  West a distance of 89.00 feet to the TRUE POINT OF BEGINNING, being a point on the north right-of-way line of Tangerine Road as it now exists;

thence continuing North  $17^{\circ}26'45''$  West a distance of 54.00 feet;

thence North  $72^{\circ}33'15''$  East a distance of 385.19 feet;

thence South  $17^{\circ}26'45''$  East a distance of 54.00 feet to a point on the north right-of-way line of Tangerine Road;

thence South  $72^{\circ}33'15''$  West along said north right-of-way line, a distance of 385.19 feet, to a point, said point being the TRUE POINT OF BEGINNING.

The above described easement contains 0.478 acres, more or less.

Slope easement over a portion of Section 31, Township 11 South, Range 14 East, Gila and Salt River Base and Meridian, Pima County, Arizona; being more particularly described as follows:

Beginning on the construction centerline of proposed Tangerine Road at Station 754+50.00, ADOT Plan SBP-483-501;

thence South 17°26'45" East a distance of 208.08 feet to the True Point of Beginning, being a point on the south right-of-way line of Tangerine Road as it now exists;

thence North 68°31'30" East along said south right-of-way line, a distance of 100.90 feet to a point;

thence North 72°33'15" East a distance of 84.54 feet to a point;

thence departing said south right-of-way line, South 17°26'54" East a distance of 45.00 feet;

thence South 72°33'15" West a distance of 82.95 feet;

thence South 68°31'30" West a distance of 99.32 feet;

thence North 21°28'30" West a distance of 45.00 feet, to a point on the south right-of-way line of Tangerine Road, said point being the True Point of Beginning.

The above described easement contains 0.190 acres, more or less.

Slope easement over a portion of Section 31, Township 11 South, Range 14 East, Gila and Salt River Base and Meridian, Pima County, Arizona; being more particularly described as follows:

Beginning on the construction centerline of proposed Tangerine Road at Station 751+00.00, ADOT Plan SBP-483-501;

thence South 17°26'45" East a distance of 231.26 feet to the TRUE POINT OF BEGINNING, being a point on the south right-of-way line of Tangerine Road as it now exists;

thence South 18°04'25" East a distance of 40.00 feet, to a point on the south utility easement line of Tangerine Road;

thence South 71°55'35" West along said utility easement line, a distance of 150.01 feet;

thence North 18°04'25" West a distance of 40.00 feet, to a point on the south right-of-way line of Tangerine Road;

thence North 71°55'35" East along said south right-of-way line, a distance of 150.01 feet, to a point, said point being the TRUE POINT OF BEGINNING.

The above described easement contains 0.138 acres, more or less.

**TANGERINE ROAD STATION 747+00 SLOPE EASEMENT**

Slope easement over a portion of Section 31, Township 11 South, Range 14 East, Gila and Salt River Base and Meridian, Pima County, Arizona, being more particularly described as follows:

Beginning at the Government Land Office survey monument marking the southwest corner of said Section 31;

thence North  $00^{\circ}01'11''$  West along the west line of said Section 31 a distance of 457.59 feet;

thence North  $84^{\circ}46'30''$  East a distance of 66.30 feet to a point on a non-tangent curve said point lying on the east right-of-way of Rancho Vistoso Boulevard as it now exists, from which a radial line bears South  $82^{\circ}34'22''$  West a distance of 1075.00 feet to the center;

thence northerly along said curved right-of-way line to the left, a distance of 14.33 feet through a central angle of  $00^{\circ}45'50''$  to a point on the north right-of-way line of Tangerine Road;

thence departing said Rancho Vistoso Boulevard right-of-way line, North  $83^{\circ}03'47''$  East along the north right-of-way line of Tangerine Road, a distance of 724.76 feet;

thence South  $06^{\circ}56'13''$  East along said Tangerine Road right-of-way a distance of 10.00 feet;

thence North  $83^{\circ}03'47''$  East along said Tangerine Road right-of-way a distance of 170.00 feet, to the True Point of Beginning;

thence departing said Tangerine Road right-of-way, North  $06^{\circ}56'13''$  West a distance of 65.00 feet to a point;

thence North  $83^{\circ}03'47''$  East a distance of 245.00 feet to a point;

thence South  $06^{\circ}56'13''$  East a distance of 65.00 feet to a point on the north right-of-way line of Tangerine Road;

thence South  $83^{\circ}03'47''$  West along said right-of-way line a distance of 245.00 feet to the TRUE POINT OF BEGINNING.

Said parcel containing 0.366 acre, more or less.

ECS FILE: IGA-87-59

PROJECT: SBP-483-301PE, -501C  
SECTION: 1st Avenue - U.S. 89  
(Tangerine Road)

EXHIBIT E

to

AGREEMENT  
BETWEEN  
THE STATE OF ARIZONA  
THE COUNTY OF PIMA  
AND  
WOLFSWINKEL GROUP, INC.

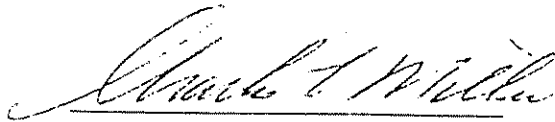
Estimated Construction Costs for  
Phase I Westbound Bridge Improvements of Big Wash

Item No.	Description	Unit	Quantity	Unit Price	Amount
203-01	Structural Excavation	C.Y.	181	\$3	\$ 543
203-02	Structural Backfill	C.Y.	624	\$3	1,872
601-01	Structural Concrete, Class S ( $f'_c = 3000$ psi)	C.Y.	262	\$180	47,160
601-02	Structural Concrete, Class S ( $f'_c = 4000$ psi)	C.Y.	857.5	\$200	171,500
601-3	Structural Concrete, Class S	C.Y.	1,920	\$220	422,400
601-4	Concrete Bridge Girders (Precast - AASHTO Type VI)	Each	48	\$11,160	535,680
605	Reinforcing Steel	LB.	615,515	\$0.35	215,430
609	Drilled Shafts (5' - 0" Dia.)	L.F.	1,726	\$260	448,760
914A	Soil Cement Bank Protection	C.Y.	4,895	\$8	39,160
914B	Soil Cement Stabilizer	Ton	925	\$80	<u>74,000</u>
Total					\$ 1,956,505

RESOLUTION

BE IT RESOLVED on this 14th day of February 1989, that I, CHARLES L. MILLER, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with the Wolfswinkel Group and Pima County for the purpose of improvements to Tangerine Road.

THEREFORE, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted for approval and execution by the Chief Deputy State Engineer.



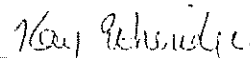
CHARLES L. MILLER, Director  
Arizona Department of  
Transportation

WGI, INC.  
CORPORATE RESOLUTION

At a Special Meeting of the Board of Directors of WGI, INC., an  
an Arizona corporation, at 4625 South Wendler Drive, Suite 100, Tempe,  
Arizona 85282, held on June 21, 1989 a Quorum being present, upon motion  
duly seconded, the following resolution was unanimously adopted:

RESOLVED THAT: Richard Maes, Vice President of WGI, INC., is  
authorized to sign on behalf of the corporation the  
Intergovernmental Agreement for Tangerine Road.

IN WITNESS WHEREOF, I have hereunto set my hand this 21st day of  
June, 1989.

  
\_\_\_\_\_  
Kay Etheridge, Secretary

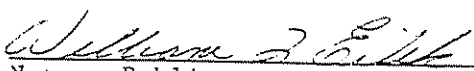
CERTIFICATION

The undersigned hereby certifies that this Corporate Resolution  
dated June 21, 1989, is a true and correct copy of said Resolution and  
further states that the original of this Resolution has been filed in the  
Corporate Minute Book of WGI, INC.

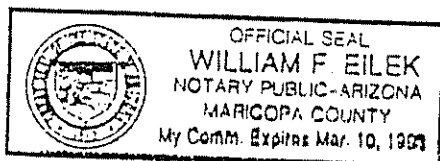
  
\_\_\_\_\_  
Kay Etheridge, Secretary

STATE OF ARIZONA            )  
                                  ) ss.  
County of Maricopa        )

Before me this 21st day of June, 1989, personally appeared Kay  
Etheridge, Secretary of WGI, INC. and that as such Secretary, being  
authorized so to do, executed this instrument for the purpose therein  
contained by signing her name as Secretary.

  
\_\_\_\_\_  
Notary Public

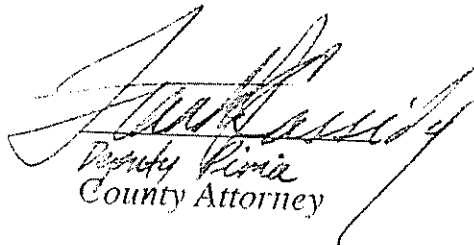
My Commission Expires:



APPROVAL OF THE COUNTY ATTORNEY

I have reviewed the proposed intergovernmental agreement (IGA 87-59), between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, and the COUNTY OF PIMA and declare this agreement to be in proper form and within the powers and authority granted under the laws of the State of Arizona to Pima County.

DATED this 26<sup>TH</sup> day of Sept., 1989.

  
County Attorney



Attorney General

1275 WEST WASHINGTON

Phoenix, Arizona 85007

*Robert H. Corbin*  
XXXXXXXXXXXXXXXXXXXX

Grant Woods

INTERGOVERNMENTAL AGREEMENT

DETERMINATION

A. G. Contract No. KR88-1247TRD, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 10<sup>th</sup> day of September, 1991.

GRANT WOODS  
Attorney General

*James R. Redpath*  
JAMES R. REDPATH  
Assistant Attorney General  
Transportation Section